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Attorneys for Defendants LOWLIFE CORPORATION LIMITED (incorrectly sued as
 LOWLIFE CORPORATION, LTD); DALE MASTERS; and EBTM plc

UNITED STATES DISTRICT COURT OF CALIFORNIA
 SOUTHERN DISTRICT

REALLY LIKEABLE PEOPLE, INC., a	)	CASE NO. 07 CV 2405 L CAB
Delaware corporation, LOSERKIDS, INC., a)	
California Corporation, MACBETH, INC., a	)	DECLARATION OF MONTY A.
California corporation, MACBETH OPTICS,	)	MCINTYRE IN SUPPORT OF SPECIAL
LP, a California limited partnership, and	)	MOTION TO STRIKE UNDER
REALLY LIKEABLE PEOPLE II, INC.	)	CALIFORNIA CODE OF CIVIL
(formerly ATTICUS CLOTHING, INC.), a	)	PROCEDURE SECTION 425.16
California corporation,)	
	)	Date: March 24, 2008
Plaintiffs,	)	Time: 10:30 a.m.
	)	Courtroom: 14
vs.	)	Judge: M. James Lorenz
)	
LOWLIFE CORPORATION, LTD, an)	
English limited company, EVERYTHING)	
BUT THE MUSIC, plc, an English)	
corporation, DALE MASTERS, an)	
individual, and DOES 1 through 25,)	
inclusive,)	
)	
Defendants.)	

I, Monty A. McIntyre, declare:

1. I am an attorney licensed to practice law in the State of California, and a
 shareholder with the law firm Seltzer Caplan McMahon Vitek, a law corporation, attorneys of

1 record for Defendants. I have personal knowledge of the matters stated below, and if called
2 upon to testify could testify competently thereto.

3 2. The complaint filed by Plaintiffs in this action arises out of earlier litigation
4 between the parties that was settled when they entered into five different agreements.

5 3. The saga began on March 19, 2007, when Lowlife filed a Complaint for
6 Declaratory Relief, Damages and Imposition of Constructive Trust in the San Diego Superior
7 Court, Case No. GIC 881995 ("*Lowlife v. RLP*"), against defendants Really Likeable People,
8 L.P. ("RLP"), Macbeth, Inc. ("Macbeth") and others as a result of the wrongful attempted
9 termination by RLP, Macbeth, and others of a joint venture with Lowlife for the operation of a
10 United Kingdom website called www.loserkids.uk.com, and distributor relationships with
11 Lowlife regarding the sale in the United Kingdom and Europe of Atticus, Macbeth and
12 Loserkids branded products. A true and accurate copy of the Lowlife v RLP complaint is
13 attached to the Notice of Lodgment as Exhibit 1.

14 4. *Lowlife v. RLP* was settled by the execution of five agreements. The first
15 agreement was the Heads of Agreement, signed by Lowlife, RLP and Atticus Clothing, Inc. on
16 March 28, 2007 ("Heads of Agreement"). The Heads of Agreement gave Lowlife the option to
17 purchase the Atticus clothing brand for \$4.2 million, and provided for the wind-down of the
18 existing relationships between the parties. The Heads of Agreement called for the parties to
19 enter into more detailed agreements, and if they were unable to do so they agreed to conduct an
20 arbitration to decide any final definitive terms of said agreements. A true and accurate copy of
21 the Heads of Agreement is attached to the Notice of Lodgment as Exhibit 2.

22 5. On May 3, 2007, Lowlife filed a demand to arbitrate the final definitive terms
23 and conditions of the agreements, as provided in the Heads of Agreement ("*Lowlife v. RLP*
24 *Arbitration*"). A true and accurate copy of the demand for arbitration is attached to the Notice
25 of Lodgment as Exhibit 3.
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1 6. On or about May 23, 2007, counsel for the parties to the arbitration executed a
2 Stipulation Re: Statement and Scope of Claim For Arbitration. A true and accurate copy of the
3 stipulation is attached to the Notice of Lodgment as Exhibit 4.

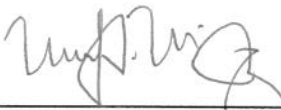
4 7. On May 29, 2007, as a result of extensive settlement negotiations that began
5 before the signing of the Heads of Agreement, the parties executed four additional agreements
6 to resolve the pending case of *Lowlife v. RLP* and the pending *Lowlife v. RLP Arbitration*.
7 These four agreements were an asset purchase and sales agreement regarding the Atticus
8 clothing brand, and three “wind-down” agreements. In the Asset Purchase and Sale Agreement
9 (“Atticus Purchase Agreement”), dated May 29, 2007, RLP agreed to sell Atticus brand assets
10 to Lowlife for \$4.2 million. The three “wind-down” agreements, all dated May 29, 2007,
11 provided for 1) the wind-down of the distribution relationship between RLP and Lowlife
12 created by the Atticus Manufacturing Agreement (“Atticus Wind-Down Agreement”); 2) the
13 wind-down of the distribution relationship created by the Macbeth Manufacturing Agreement
14 (“Macbeth Wind-Down Agreement”); and 3) the wind-down of the relationship between RLP
15 and Lowlife with regard to the operation of the www.loserkids.uk.com website
16 (“Loserkids.uk.com Wind-Down Agreement”). A true and accurate copy of the Atticus
17 Purchase Agreement is attached to the Notice of Lodgment as Exhibit 5, a true and accurate
18 copy of the Atticus Wind-Down Agreement is attached to the Notice of Lodgment as Exhibit 6,
19 a true and accurate copy of the Macbeth Wind-Down Agreement is attached to the Notice of
20 Lodgment as Exhibit 7, and a true and accurate copy of the [loserkids.uk.com](http://www.loserkids.uk.com) Wind-Down
21 Agreement is attached to the Notice of Lodgment as Exhibit 8.

22 8. As a result of the settlement between the parties as set forth in the five
23 agreements, *Lowlife v. RLP* was dismissed on May 18, 2007, and the *Lowlife v. RLP*
24 *Arbitration* was taken off calendar on June 5, 2007. A true and accurate copy of the *Lowlife v.*
25 *RLP* dismissal is attached to the Notice of Lodgment as Exhibit 9, and a true and accurate copy
26 of the letter taking the *Lowlife v. RLP Arbitration* off calendar is attached to the Notice of
27 Lodgment as Exhibit 10.

1 9. For the reasons discussed in the points and authorities, the Third and Fourth
2 Causes of Action should be stricken under California Code of Civil Procedure Section 425.16.
3 I respectfully request that the special motion to strike be granted.

4 I declare under penalty of perjury under the laws of the United States of America that
5 the foregoing is true and corrected.

6 Executed this 4th day of February, 2008, at San Diego, California.

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11 Monty A. McIntyre
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